

DRAFT

CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE AND CAROLLO ENGINEERS FOR DIGESTER LID, DRAIN LINE AND REHABILITATION DESIGN

THIS AGREEMENT dated _____ is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and Carollo Engineers, a professional engineering firm ("CONSULTANT").

WHEREAS, CITY desires to secure professional services in relation to engineering design and construction phase services for the replacement of the lid, drain line, and general rehabilitation and ancillary work for one anaerobic digester at the Water Pollution Control Plant; and

WHEREAS, CONSULTANT represents that it, and its sub-consultants, if any, possess the professional qualifications and expertise to provide the required services and are licensed by the State of California to practice engineering in the required disciplines;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

CONSULTANT shall provide services in accordance with Exhibit "A" entitled "Scope of Work for First Phase Final Design." All exhibits referenced in this Agreement are attached hereto and are incorporated herein by reference.

Except as specified in this Agreement, CONSULTANT shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise to perform all operations necessary and required to satisfactorily complete the services required in this Agreement.

2. Notice to Proceed/Completion of Services

- (a) CONSULTANT shall commence services upon receipt of written Notice to Proceed from CITY. Notice shall be deemed to have occurred three (3) calendar days after deposit in the regular course of the United States mail.
- (b) When CITY determines that CONSULTANT has satisfactorily completed the services defined in Exhibit "A," CITY shall give CONSULTANT written Notice of Final Acceptance, and CONSULTANT shall not incur any further costs hereunder. CONSULTANT may request this determination of completion when, in its opinion, it has satisfactorily completed the Scope of Work (Exhibit "A"), and if so requested, CITY shall make this determination within fourteen (14) days of such request.

3. Time for Performance

The term for this Agreement shall be from January 2005 through July 2007, unless otherwise terminated. CONSULTANT shall deliver the agreed upon services to CITY as specified in Exhibit "A". Extensions of time may be granted by the City Manager upon a showing of good cause.

4. Payment of Fees and Expenses

Payments shall be made to CONSULTANT on a monthly basis as set forth in the attached Exhibit "B" entitled "Estimated Hours and Budget". All compensation will be based on monthly billings as provided in Exhibit "B." Compensation will not be due until said detailed billing is submitted to CITY within a reasonable time before payment is expected to allow for normal CITY processing. An estimate of the percent of total completion associated with the various categories of the services shall be furnished by CONSULTANT with said billing. When applicable, copies of pertinent financial records will be included with the submission of billing(s) for all direct reimbursables. Compensation shall not exceed the amounts set forth in Exhibit "B" for each phase. In no event shall the total amount of compensation payable under this agreement exceed the sum of Four Hundred Seven Thousand One Hundred Thirty Four and No/100 Dollars (\$407,134.00). All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707.

5. No Assignment of Agreement

CONSULTANT bind themselves, their partners, successors, assigns, executors, and administrators to all covenants of this Agreement. Except as otherwise set forth in this Agreement, no interest in this Agreement or any of the work provided for under this Agreement shall be assigned or transferred, either voluntarily or by operation of law, without the prior written approval of CITY. However, claims for money due to or to become due to CONSULTANT from CITY under this Agreement may be assigned to a bank, trust company or other financial institutions, or to a trustee in bankruptcy, provided that written notice of any such assignment or transfer shall be first furnished to CITY. In case of the death of one or more members of CONSULTANT's firm, the surviving member or members shall complete the services covered by this Agreement. Any such assignment shall not relieve CONSULTANT from any liability under the terms of this Agreement.

6. Consultant is an Independent Contractor

CONSULTANT is not an agent or employee of CITY but is an independent contractor with full rights to manage its employees subject to the requirements of the law. All persons employed by CONSULTANT in connection with this Agreement will be employees of CONSULTANT and not employees of CITY in any respect. CONSULTANT is responsible for obtaining statutory Workers' Compensation coverage for its employees.

7. Consultant's Services to be Approved by a Registered Professional

All reports, costs estimates, plans and other documents which may be submitted or furnished by CONSULTANT shall be approved and signed by a qualified registered professional in the State of California. The title sheet for calculations, specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the professional responsible for their preparation.

8. Standard of Workmanship

CONSULTANT represents and maintains that it is skilled in the professional calling necessary to perform the services and its duties and obligations, expressed and implied, contained herein, and CITY expressly relies upon CONSULTANT's representations regarding its skills and knowledge. CONSULTANT shall perform such services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California.

The plans, designs, specifications, estimates, calculations reports and other documents furnished under the Scope of Work (Exhibit "A") shall be of a quality acceptable to CITY. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well-organized, technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by CITY for similar projects.

9. Responsibility of CONSULTANT

CONSULTANT shall be responsible for the professional quality, technical accuracy and the coordination of the services furnished by it under this Agreement. Neither CITY's review, acceptance nor payment for any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and CONSULTANT shall be and remain liable to CITY in accordance with applicable law for all damages to CITY caused by CONSULTANT's negligent performance of any of the services furnished under this Agreement.

Any acceptance by CITY of plans, specifications, calculations, construction contract documents, reports, diagrams, maps and other material prepared by CONSULTANT shall not, in any respect, absolve CONSULTANT for the responsibility CONSULTANT has in accordance with customary standards of good engineering practice in compliance with applicable Federal, State, County and/or municipal laws, ordinances, regulations, rules and orders.

10. Right of CITY to Inspect Records of CONSULTANT

CITY, through its authorized employees, representatives, or agents, shall have the right, at any and all reasonable times, to audit the books and records including, but not limited to, invoices, vouchers, canceled checks, time cards of CONSULTANT for the purpose of verifying any and all charges made by CONSULTANT in connection with this Agreement. CONSULTANT shall maintain for a minimum period of three (3) years from the date of final payment to CONSULTANT or for any longer period required by law, sufficient books and records in accordance with generally accepted accounting practices to establish the correctness of all charges submitted to CITY by CONSULTANT. Any expenses not so recorded shall be disallowed by CITY.

11. Confidentiality of Material

All ideas, memoranda, specifications, plans, calculations, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for CONSULTANT and all other written information submitted to CONSULTANT in connection with the performance of this Agreement shall be held confidential by CONSULTANT and shall not, without the prior written consent of CITY be used for any purposes other than the performance of the Project services, nor be disclosed to an entity not connected with the performance of the Project services. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or is or becomes generally known to the related industry shall be deemed confidential. CONSULTANT shall not use CITY's name, insignia or distribute exploitative publicity pertaining to the services rendered under this Agreement in any magazine, trade paper, newspaper or other medium without the express written consent of CITY.

12. No Pledging of CITY's Credit

Under no circumstances shall CONSULTANT have the authority or power to pledge the credit of CITY or incur any obligation in the name of CITY.

13. Ownership of Material

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared, under this Agreement shall be the property of CITY, but CONSULTANT may retain and use copies thereof.

CITY shall not be limited, in any way, in its use of said material, at any time, for work associated with Project. However, CONSULTANT shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to the release of this material to third parties for work other than on Project.

14. Hold Harmless/Indemnification

To the extent permitted by law, CONSULTANT agrees to indemnify and hold harmless CITY, its officers and employees from any and all claims, demands, actions, causes of action, losses, damages, liabilities, known or unknown, and all costs and expenses, including reasonable attorneys' fees in connection with any injury or damage to persons or property to the extent arising out of any negligent act, error, omission or negligence of CONSULTANT, its officers, employees, agents, contractor, subcontractors or any officer, agent or employee thereof in relation to CONSULTANT's performance under this Agreement. Such defense and indemnification shall not apply in any instance of and to the extent caused by the sole negligence or willful misconduct of CITY, its officers, employees, agents or representatives.

15. Insurance Requirements

CONSULTANT shall take out and maintain during the life of this Agreement policies of insurance as specified in Exhibit "C" attached and incorporated by reference, and shall provide all certificates and/or endorsements as specified in Exhibit "C."

16. No Third Party Beneficiary

This Agreement shall not be construed or deemed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action hereunder for any cause whatsoever.

17. Notices

All notices required by this Agreement shall be in writing, and shall be personally delivered, sent by first class mail with postage prepaid, or by commercial courier, addressed as follows:

To CITY: Mr. Marvin Rose, P.E.
Director of Public Works
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To CONSULTANT: Mr. Sarwan K. Wason, P.E.
Partner
Carollo Engineers
2700 Ygnacio Valley Road, Suite 300
Walnut Creek, CA 94598

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by telephone or facsimile transmission, to accomplish timely communication. However, to constitute effective notice, written confirmation of a telephone conversation or an original of a facsimile transmission must be sent by first class mail, by commercial carrier, or hand-delivered. Each party may change the address by written notice in accordance with this paragraph. Notices delivered

personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three days after mailing, unless such date is a date on which there is no mail service. In that event communication is deemed to occur on the next mail service day.

18. Waiver

CONSULTANT agrees that waiver by CITY of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

19. Amendments

No alterations or changes to the terms of this Agreement shall be valid unless made in writing and signed by both parties.

20. Integrated Agreement

This Agreement embodies the agreement between CITY and CONSULTANT and its terms and conditions. No verbal agreements or conversation with any officer, agent or employee of CITY prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon CITY.

21. Conflict of Interest

CONSULTANT certifies that to the best of its knowledge, no CITY employee or officer of any public agency interested in this Agreement has any pecuniary interest in the business of CONSULTANT and that no person associated with CONSULTANT has any interest that would conflict in any manner or degree with the performance of this Agreement.

22. California Agreement

This Agreement has been entered into in the State of California and this Agreement shall be governed by California law.

23. Records, Reports and Documentation

CONSULTANT shall maintain complete and accurate records of its operation, including any and all additional records required by CITY in writing. CONSULTANT shall submit to CITY any and all reports concerning its performance under this Agreement that may be requested by CITY in writing. CONSULTANT agrees to assist CITY in meeting CITY's reporting requirements to the state and other agencies with respect to CONSULTANT's work hereunder. All records, reports and documentation relating to the work performed under this Agreement shall be made available to City during the term of this Agreement.

24. Termination of Agreement

If CONSULTANT defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONSULTANT. If CITY fails to pay CONSULTANT, CONSULTANT at its option may terminate this Agreement if the failure is not remedied by CITY within thirty (30) days from the date payment is due.

Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.

25. Subcontracting

None of the services covered by this Agreement shall be subcontracted without the prior written consent of CITY. Such consent may be issued with notice to proceed if subcontract consultants are listed in the project work plan.

26. Fair Employment

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, condition of physical handicap, religion, ethnic background or marital status, in violation of state or federal law.

27. Changes

CITY or CONSULTANT may, from time to time, request changes in the terms and conditions of this Agreement. Such changes, which are mutually agreed upon by CITY and CONSULTANT, shall be incorporated in amendments to this Agreement.

28. Other Agreements

This Agreement shall not prevent either Party from entering into similar agreements with others.

29. Severability Clause.

In case any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions which shall remain in full force and effect.

30. Captions

The captions of the various sections, paragraphs and subparagraphs, of the contract are for convenience only and shall not be considered nor referred to for resolving questions of interpretation.

31. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced by writing signed by all parties.

32. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. This Agreement shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:
CITY CLERK

CITY OF SUNNYVALE ("CITY")

By _____
Deputy City Clerk

By _____
City Manager

CAROLLO ENGINEERS
("CONSULTANT")

APPROVED AS TO FORM:

By _____

Name/Title

City Attorney

By _____

Name/Title

**EXHIBIT A
CITY OF SUNNYVALE
DIGESTER LID REPLACEMENT PROJECT**

SCOPE OF WORK FOR FIRST PHASE FINAL DESIGN

December 2004

PROJECT ELEMENTS

The project elements will include the following:

- A. A refrigerant dryer type gas conditioner (for digester gas and landfill gas) and filter system for PGS, including a concrete pad and associated mechanical, electrical, and instrumentation systems.
- B. Rehabilitation of one existing digester (No. 1 or 2 or 3) including:
 - 1. New steel fixed cover (lid).
 - 2. New gas collection system, PRVs, and sediment and water traps.
 - 3. New sludge heat exchanger.
 - 4. New sludge and hot water recirculation pumps.
 - 5. Relining of drain line.
 - 6. New above ground piping and valves.
 - 7. New external pump type mixing system.
 - 8. New hot water temperature control valve.
 - 9. Demolition of existing cover, pumps, compressor, gas mixing system, and other piping and valves which are no longer needed.
 - 10. Associated electrical and instrumentation systems for the first phase digester.
 - 11. Seismic structural reinforcing of the digester wall and floor connection.
 - 12. Sealing of large cracks in digester walls.
 - 13. New electrical distribution panel and new feeders (2) from the distribution panel to new digester area MCC.
 - 14. New masonry block MCC Building to house MCCs for four digesters and the dewatering area. Connect only the first phase digester equipment.
 - 15. New I & C panel for the digester area and the dewatering area in the new MCC Building. Connect only the first phase digester instrumentation.
 - 16. Demolition and removal of existing water tank located in the digester area.

SCOPE OF SERVICES

TASK 2.0 FINAL DESIGN

The primary goal of these services will be to prepare construction documents based upon the preliminary study. The documents will include plans, specifications, calculations, construction schedule, and detailed cost estimates.

2.1 Plans and Specifications

Submit a summary of the comments and responses from each of the reviews (30%, 60%, 90%) with each of the subsequent submittals.

Deliverables: One set of review comments and responses.

2.1.1 30-Percent Design Submittal

The first submittal will be at the 30 percent completion stage. This submittal will include process control descriptions, P&IDs, a preliminary equipment layout, a first draft of the construction sequencing, and an outline of the specifications. At completion of the 30-percent submittal, Carollo will conduct an internal peer review, and then provide written review results/comments to the City.

Deliverables: 4 sets of plans and outline of specifications and one set of peer review comments.

2.1.2 60-Percent Design Submittal

The 60 percent design submittal will include mechanical, instrumentation, and electrical specifications; the final layout of the mechanical equipment; and the final draft of the construction sequencing. During this stage, Carollo will also conduct an internal constructability review of the design and then provide written review results/comments to the City.

Deliverables: 4 sets of plans and specifications and one set of constructability review comments

2.1.3 90-Percent Design Submittal

The 90 percent submittal will include the final drawings including all civil, structural, mechanical, electrical, and instrumentation drawings and specifications ready for an interdisciplinary check. The interdisciplinary and biddability check will follow completion of the 90 percent design submittal and then provide written review results/comments to the City. Prepare and submit Special Provisions to be incorporated into the City's standard contract documents. Prepare a list of submittals and list of required tests that will be required of Contractors.

Deliverables: 6 sets of 90 percent specifications and half size plans, 3 sets of structural calculations and one set of review comments.

2.1.4 100-Percent Design Submittal

The 100 percent submittal (reproducible copy of drawings in AUTOCAD (dwg) format and original specifications in WORD format (full justification, Arial Font 10, one document file, spell-checked, consistent formatting throughout) will include the final checked documents ready for bidding. Final printing of Plans and Specifications for bidding will be done by the City. Provide a list of potential bidders. Provide a detailed list of engineer's construction cost estimate and identify the project bid items (bid items shall coincide with engineer's construction cost estimate).

Deliverables: 6 sets of deliverables (3 of the 6 plans shall be wet-signed and wet-stamped), 3 sets of structural calculations (wet-signed and wet-stamped), and electronic copy of each deliverable.

2.2 Meetings/Workshops

After each of the 30 percent, 60 percent, and 90 percent submittals, conduct a workshop with City staff to review the design and discuss the City's review comments.

Deliverables: One set of review comments and responses

2.3 Cost Estimates

Provide an updated construction cost estimate with the 30 percent, 60 percent, 90 percent, and 100 percent/bidding submittals.

Deliverables: One set of construction cost estimate at each submittal

2.4 Permits

Obtain required permits, including building and environmental permits. Meet with outside agencies and City departments as necessary to obtain required permits.

2.5 Project Management

Coordinate all project administration tasks, including managing staff and subconsultants, and monitoring budget and schedule. Prepare and update schedule for milestones, deliverables, and workshops. Provide progress reports and updated schedule with each invoice submittal.

Deliverables: Progress reports and updated schedule with each invoice submittal

TASK 3.0 SERVICES DURING BIDDING

The objective of this task is to assist the City during the bidding process. It is assumed the City will take the lead in advertising for bidding, printing and distributing the bid documents, responding to bidder's requests for plans and specifications, and compiling bidding questions.

3.1 Respond to Bid Questions

Respond to questions compiled by the City during the bidding process from contractors, subcontractors, and suppliers.

3.2 Assist with Addenda Preparation

Assist the City with preparation of addenda as necessary.

Deliverables: Addenda

3.3 Attend Pre-Bid Meeting

Attend the pre-bid meeting with potential bidders at the project site. Prepare meeting notes to document attendees and questions generated during the meeting.

Deliverables: Meeting notes

3.4 Bid Opening/Bid Review

Assist the City in reviewing bids for consistency with the contract documents.

TASK 4.0 SERVICES DURING CONSTRUCTION

The objective of this task is to provide as needed engineering services during the construction phase of the project on a time and material basis up to the limit of authorized budget. Estimated hours and budget included in the spreadsheet are based on average level of effort. Actual effort required may vary depending on the contractor, subcontractors, City staff's involvement and unforeseen conditions and issues. Construction inspection and administration will be performed by the City.

4.1 Conformed Documents

Prepare conformed plans and specifications incorporating changes made by addenda.

Deliverables: One set of reproducible plans and specifications for printing by the City.

4.2 Pre-Construction Conference

Attend and assist the City with the pre-construction conference.

4.3 Submittal Review

Review shop drawings, samples, and other construction contractor submittals for substantial conformity with the intent of the contract drawings and specifications.

Deliverables: Submittal review comments.

4.4 Change Order Review

Assist the City in reviewing change orders as requested by the City.

Deliverables: Change order review comments.

4.5 Design Issue Resolution

Review design issues submitted by the contractor and provide written responses in a timely manner.

4.6 Assistance During Field Startup and Testing

Provide field startup and testing assistance as requested by the City.

4.7 Site Visits and Meetings

Visit construction site periodically to assist the City's Construction Management staff in specialty inspection and solve field issues and attend meetings with the contractors and subcontractors on an as requested basis.

4.8 Furnish Record Drawings

Furnish reproducible mylar record drawings (24"x36") and electronic copy (AutoCAD .dwg format) at the completion of construction. The City will furnish corrections on the field inspector's plan set showing field modifications for the consultant to draft onto record plans.

Deliverables: One set of reproducible plans

EXHIBIT B - DIGESTER LID AND DRAIN LINE REPLACEMENT PROJECT ESTIMATED HOURS AND BUDGET

POSITION LOADED RATE ⁽¹⁾	CAROLLO ENGINEERS										TOTAL	OTHER DIRECT	TOTAL
	PI/PM \$ 199	PE/SE \$ 189	CIVIL \$ 141	STRUCTURAL \$ 170	ELEC \$ 170	CONTROL \$ 170	CAD \$ 77	WP \$	WP \$	Total Manhours			
TASK 2 - Detailed Design Phase													
2.1.1 30% Submittal	30	60	15	50	80	60	350			665	\$ 80,795	\$ 2,000	\$ 82,795
2.1.2 60% Submittal	20	60	20	60	80	50	380			710	\$ 83,340	\$ 2,800	\$ 86,140
2.1.3 90% Submittal	30	32	5	40	80	30	170			407	\$ 53,153	\$ 3,500	\$ 56,653
2.1.4 100% Submittal	20	20	10	10	40	9	82			199	\$ 26,322	\$ 3,500	\$ 29,822
2.2 Progress Meetings / Workshops	12	12	0	0	8	8	0			44	\$ 7,800	\$ 400	\$ 8,200
2.3 Cost Estimate	2	12	8	0	6	4	0			35	\$ 5,842	\$ 200	\$ 6,042
2.4 Permit	4	20	20	0	0	0	0			48	\$ 7,900	\$ 300	\$ 8,200
2.5 Project Management	40	12	0	0	0	0	0			54	\$ 10,500	\$ 500	\$ 11,000
Task Totals:	158	228	78	160	294	161	982			2162	\$ 275,652	\$ 13,200	\$ 288,852
TASK 3 - BIDDING ASSISTANCE													
3.1 Respond to Bid Questions	2	10	0	2	4	2	0			20	\$ 3,748	\$ 300	\$ 4,048
3.2 Assist with Addenda Preparation	1	8	0	3	3	3	12			38	\$ 4,853	\$ 500	\$ 5,353
3.3 Attend Prebid Meeting	0	4								4	\$ 796	\$ 100	\$ 896
3.4 Bid Opening/Bid Review	2	4								6	\$ 1,194		\$ 1,194
Task Totals:	5	26	0	5	12	5	12			68	\$ 9,401	\$ 900	\$ 10,301
TASK 4 - SERVICES DURING CONSTRUCTION													
4.1 Conformed Documents	0	4	0	2	4	2	16			36	\$ 3,996	\$ 100	\$ 4,096
4.2 Preconstruction Conference	0	6	0	0	0	0	0			6	\$ 1,194	\$ 100	\$ 1,294
4.3 Submittal Reviews	8	80	80	40	50	16				278	\$ 47,116	\$ 400	\$ 47,516
4.4 Change Order Review	2	20	4	4	4					34	\$ 6,302	\$ 200	\$ 6,502
4.5 Design Issue Resolution	4	40	6	12	12	8	12			98	\$ 16,270	\$ 200	\$ 16,470
4.6 Assistance During Field Startup and Testing	0	16	0	0	6	4	0			26	\$ 4,884	\$ 500	\$ 5,384
4.7 Site Visits and Meetings	4	64	0	4	12	4				88	\$ 16,932	\$ 500	\$ 17,432
4.8 Furnish Record Drawings	0	8	0	0	4	2	40			54	\$ 5,692	\$ 800	\$ 6,492
Task Totals:	18	233	90	62	92	36	68			620	\$ 102,386	\$ 2,800	\$ 105,186
TOTAL:	181	492	168	227	389.5	202	1062			2850	\$ 388,034	\$ 16,900	\$ 404,934

⁽¹⁾ Key: PM = Project manager, PIC = principal-in-charge, PE/SE = project engineer/ sr. engineer, CAD = Cad operator & Designer, WP = word processor

SUBCONSULTANT COSTS

Surveying Services Subconsultant	2,000	x1.1	\$	-
TOTAL ESTIMATED FEE			\$	407,134

EXHIBIT C INSURANCE REQUIREMENTS

CONSULTANT shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by CONSULTANT, its agents, representatives, or employees.

Minimum Scope and Limits of Insurance

CONSULTANT shall maintain limits no less than:

1. **Commercial General Liability**: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. ISO Occurrence Form CG 0001 is required.
2. **Automobile Liability**: \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 is required.
3. **Workers' Compensation** and **Employer's Liability**: \$1,000,000 per accident for bodily injury or disease.
4. **Errors and Omissions** Liability Insurance appropriate to CONSULTANT's profession: \$1,000,000 per occurrence.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved by CITY. CONSULTANT shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention.

Other Insurance Provisions

The **general liability** and **automobile liability** policies are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of activities performed by or on behalf of CONSULTANT; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT; or automobiles owned, leased, hired or borrowed by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents or volunteers, except as follows: Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of section 2782 of the Civil Code.
2. For any claims related to this project, CONSULTANT's insurance shall be primary. Any insurance or self-insurance maintained by CITY, its officers, officials, employees, agents and volunteers shall be excess of CONSULTANT's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CITY, its officers, officials, employees, agents or volunteers.
4. CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to CITY.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to CITY.

Verification of Coverage

CONSULTANT shall furnish to CITY original Certificate(s) of Insurance and endorsements effecting the coverage required. The Certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by CITY prior to commencement of work.